

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
COLUMBUS DIVISION

FIRST AMERICAN TITLE INSURANCE
COMPANY,

Plaintiff,

vs.

MICHAEL A. EDDINGS, SONYA
EDDINGS, COLUMBUS BANK AND
TRUST COMPANY, *et al.*,

Defendants.

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CASE NO. 4:12-CV-10 (CDL)

O R D E R

This Order should be the final chapter in this action which arises from the misappropriation of more than \$1.5 million from the fiduciary trust account that attorney Michael A. Eddings had with Columbus Bank and Trust Company. Plaintiff, which had issued title insurance on several of the affected properties, made payments to the victims of the misappropriation and brought this action to recover the amounts it paid. The Court previously entered summary judgment in favor of Plaintiff against Michael A. Eddings, The Law Office of Michael A. Eddings, P.C., and Apex Title, Inc. for breach of contract, indemnification, and professional negligence in the amount of \$1,987,770.91. Plaintiff now seeks a default judgment against Sonya Eddings (ECF No. 153) and the dismissal of all remaining claims pending in this action (ECF Nos. 157 and 159). As

explained below, these motions are granted. Accordingly, final judgment shall be entered in favor of Plaintiff First American Title Insurance Company against Michael A. Eddings, The Law Office of Michael A. Eddings, and Apex Title, Inc. in the amount of \$1,987,770.91, and in favor of Plaintiff First American Title Insurance Company against Sonya Eddings in the amount of \$2,087,770.91. These Defendants are jointly and individually liable for \$1,987,770.91, and Sonya Eddings is individually liable for an additional \$100,000.

I. Motion for Default Judgment Against Sonya Eddings

Defendant Sonya Eddings never answered Plaintiff's Complaint, and she is in irretrievable default. Plaintiff's factual allegations against her are therefore deemed admitted. Those allegations establish that Sonya Eddings fraudulently misappropriated money from a fiduciary trust account and used that money for the benefit of herself and others. Based on affidavit evidence submitted by Plaintiff in support of its claim for damages, the Court finds that Plaintiff suffered compensatory damages of \$1,551,231.20 proximately caused by Defendant Sonya Eddings's fraudulent conduct. The Court further finds that Plaintiff incurred litigation expenses, including attorney's fees, in the amount of \$436,539.71, and that those fees and expenses are recoverable from Defendant Sonya Eddings. The Court also finds that Sonya Eddings's fraudulent conduct was

willful and intentional and authorizes an award of \$100,000 in punitive damages against her to punish and deter her. Accordingly, Plaintiff is entitled to judgment against Sonya Eddings in the total amount of \$2,087,770.91.

II. Plaintiff's Motion to Dismiss Remaining Claims

The Court previously entered summary judgment in favor of Plaintiff against Michael A. Eddings, The Law Office of Michael A. Eddings, P.C., and Apex Title, Inc. for breach of contract, indemnification, and professional negligence in the amount of \$1,987,770.91. Plaintiff now seeks to dismiss without prejudice any remaining claims that it asserted against these Defendants and any claims against Defendants Uptown Fish House, LLC and Eddings Holdings, Inc. d/b/a The Coffee Beanery. No objection has been filed to that motion, and the Court finds that it should be, and is hereby, granted.

III. Motion to Dismiss CB&T

Plaintiff has settled all of its claims against Columbus Bank and Trust Company and seeks dismissal of those claims. That motion is granted.

CONCLUSION

The Court directs the Clerk to enter final judgment in favor of Plaintiff First American Title Insurance Company against Michael A. Eddings, The Law Office of Michael A. Eddings, and Apex Title, Inc. in the amount of \$1,987,770.91,

and in favor of Plaintiff First American Title Insurance Company against Sonya Eddings in the amount of \$2,087,770.91. These Defendants are jointly and individually liable for \$1,987,770.91, and Sonya Eddings is individually liable for an additional \$100,000.

IT IS SO ORDERED, this 5th day of March, 2014.

S/Clay D. Land

CLAY D. LAND
UNITED STATES DISTRICT JUDGE